



**Travis County Water
Control and Improvement
District No. 17**

**3812 Eck Ln
Austin, TX 78734
WCID#17 (512) 266-1111 Fax # (512) 266-2790
2020-0210**

TEMPORARY FIRE HYDRANT / BULK WATER SERVICE AGREEMENT

Today's Date: ___/___/___ START DATE: ___/___/___ TYPE: ___TFH ___BULK W

FH Location: _____ Customer Name: _____

FH Tag / Meter # _____ Billing Address: _____

Public Water System ID # _____

Email: _____ Phone #: _____

Check Applicable Items: ___ Residential ___ Commercial ___ Owner ___ Agent

This agreement is entered into by Travis County Water Control and Improvement District No. 17 ("District") and _____ ("Customer"), for water service at the assigned hydrant number and address. By making such application, you represent that you are duly authorized to request bulk water service and to make the agreements set forth in this Service Agreement. Your acceptance of service shall be taken as your agreement as the "Customer" to the following:

- 1. To avoid service disruption/termination, please review, sign and return this agreement to the District 17 office within ten (10) business days of start date.**
2. The Customer shall guarantee payment of all applicable rates, fees, and charges due for service delivered by the District in accordance with the rules, policies, and rate structure of the District as amended from time to time by the Board of Directors. Payments must be in the office by 5:00 p.m. on the due date. A 10% penalty is added to the account balance after the due date. Service will be discontinued and a reconnect fee and service call(s) fee(s) charged when the account becomes two (2) billing cycles delinquent. A Customer's obligation to make timely payments for service rendered is not released or diminished because a water bill(s) was/were not received. Bills are mailed by the 25th of each month.
3. After service commences in the name of the Customer, such service shall be deemed to continue until the District is notified that service should be discontinued. Rates and charges will continue to accrue to Customer's account until such notice is given and may result in collection activity to recover unpaid amounts against Customer.
4. In the event of errors in the amount billed for customer currently receiving service, the amounts due to or from customer shall be subject to retroactive adjustment for a period of not more than four (4) years prior to the date the error or inaccuracy is discovered if the error caused the customer to be overbilled, or a period of not more than six (6) months if the error caused the residential customer to be underbilled; or a period of twelve (12) months prior to the date the error is discovered for commercial customer who is under-billed. This applies only to customers currently receiving service, unless the discovery is less than ninety (90) days after service has been terminated for any reason for the accounting question.

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water system construction or configuration. The District enforces these rules to ensure public health and welfare.

All water shall be metered by meters installed and owned by the District. The meter and/or connection are for the sole use of the Customer and are to serve water to only one (1) account. Extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, business, and/or property, is prohibited.

The District uses dry barrel hydrants due to possibility of freezing temperatures. The hydrant is dry because the plunger, which opens and closes when the stem is turned, is located underground at the main level. When the hydrant is closed, the water in the barrel drains out of the hydrant into the ground. When the hydrant is open the drain closes off and the water fills the barrel. A hydrant operated in a partially opened or closed position will cause water to blow out from the hydrant or weep hole into the bedding material supporting the hydrant. This may wash out the bedding material supporting the hydrant possibly causing more damage to the hydrant and creating a safety hazard.

Office Use Only: Meter Assigned: _____ By: _____

1. Prior to using, the Customer shall verify that the fire hydrant and meter are secure and not moveable. In the event they are unstable, damaged, leaking, or unsafe, customer will immediately stop use and call WCID #17 at 512-266-1111 to report the situation. Meter replacements may take 3-5 business days to install and/or replace.
2. The Customer agrees to operate the fire hydrant properly and shall:
 - a. use a specifically designed and manufactured fire hydrant wrench;
 - b. slowly open the hydrant to a fully open position when in use and slowly close the hydrant to a complete closed position when not in use;
 - c. not use the fire hydrant valve to regulate the volume or flow of water;
 - d. be responsible for the meter assembly until WCID #17 personnel removes the assembly;
 - e. be responsible for winterizing the meter and Reduced Pressure Zone backflow device (RPZ;)
 - f. shut meter off and drain the barrel during any anticipated freeze event;
 - g. pay full cost of replacement of meter and RPZ if damage is found; and
 - h. not remove the meter or RPZ at any time.

NOTE: Any violation noted by District staff of items listed herein may lead to termination of water service and a fine up to \$2,000.

The District's authorized employees shall have access to the Customer's service lines and plumbing facilities at all reasonable times for the purpose of inspecting for possible violations of the District's policies and to ensure compliance with the state required Minimum Acceptable Operating Practices for Public Drinking Water Systems, as promulgated by the Texas Commission on Environmental Quality or successor agency, applicable plumbing codes, and utility construction standards. The District's Rules and Policies are available online at www.wcid17.org, or may be viewed at the District office located at 3812 Eck Lane, Austin, TX 78734.

Customers shall comply with the current District Water Conservation and Drought Contingency Plan. In the event the total water supply is insufficient to meet all of the needs of the Customers, or in the event there is a shortage of water, all Customers are required to comply with any water rationing plan indicated by the District.

The Customer acknowledges that the system water pressure may vary **widely** from time to time depending upon equipment configuration and water demand.

The Customer agrees not to interfere with the District's employees in the discharge of their duties. The Customer will not permit anyone except District employees to tamper with or interfere with any of the District's equipment installed for the Customer's account.

The Customer also hereby agrees to waive, release, and hold the District harmless from any claims, damages or service interruptions resulting from system outages, waterline breaks, tampering, malfunctioning, failure, or absence of check valves, backflow prevention devices, and pressure relief valves, including without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue.

RESTRICTIONS- The following unacceptable practices are prohibited by State Regulations:

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
- B. No cross-connection between the public drinking water supply and a private water system, including wells, is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure zone backflow prevention device.
- C. No connection which allows water to be returned to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

If the Customer fails to comply with the terms of the Service Agreement, the District shall, at its option, terminate service or properly install, test and maintain an appropriate backflow prevention device at the fire hydrant. Any expense associated with the enforcement of this agreement shall be billed to the Customer.

Customer Signature

Date